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Office of Purchasing/Contracting\*324 W. Evans Street\*Florence, South Carolina 29501-3431

**REQUEST FOR QUALIFICATIONS NO. 2021-94  
ENGINEERING CONSULTING SERVICES – MCQUEEN AND CEDAR STREET  
STORMWATER ENGINEERING  
FOR THE CITY OF FLORENCE, S.C. ENGINEERING DIVISION**

**QUALIFICATIONS SUBMISSION DEADLINE: December 30, 2021 at 2:00 pm.**

The City of Florence (City) is seeking statements of qualifications from professional engineering firms interested in contracting to provide engineering services for the design and project management of two stormwater projects located along the corridors of McQueen Street and Cedar Street in the City of Florence. These projects are fully funded by a grant received from the South Carolina Office of Resilience.

The City of Florence intends to select one (1) firm to provide professional civil engineering services for stormwater infrastructure improvement projects associated with the previously identified projects.

Qualifications are due on or before the submission deadline noted above at the **Office of Purchasing & Contracting, located in the City Center at 324 W. Evans Street.** All qualifications packages must be sealed and have “Engineering Consulting Services–McQueen and Cedar Street Stormwater Engineering” clearly marked on the outside of the envelope for easy identification by the city. Qualifications may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (843) 665-3165 or e-mailing [ljivens@cityofflorence.com](mailto:ljivens@cityofflorence.com). Any qualifications received later than the submission deadline will not be accepted/considered.

Qualifications submitted by mail should be addressed to: **City of Florence, Attn: Lynwood F. Givens, Purchasing Agent, 324 W. Evans Street, Florence, SC 29501-3430.** The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

The City of Florence under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

*La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.*

The City of Florence reserves the right to engage in discussions with any or all responsible responders who submit resumes which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the Invitation to resume requirements herein.

This solicitation does not commit the City of Florence to award a contract, to pay any costs incurred in the preparation of qualifications, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all qualifications received as a result of this request for qualifications, or to cancel it in part or in its entirety if it is in the best interest of the City of Florence.

### **MINORITY AND WOMAN OWNED BUSINESS**

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your qualifications submission.

The successful firm must ensure that all subcontractors, agents, personnel assigned by or employees of prime firm and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. The successful firm must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

### **INSTRUCTIONS FOR OFFERORS**

The successful firm must be licensed in the state of South Carolina to perform these types of engineering services.

A responsible offeror means an offeror who has the capability in all respects to perform fully the requirements mentioned in the qualifications document and the integrity and reliability which will assure good faith performance.

A responsive offeror means an offeror who has submitted a qualification which

conforms in all respects to the request for qualifications requirements.

**PROTEST PERIOD:** Any actual or prospective bidder, offeror, or firm who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective bidder, offeror, or firm wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective bidder, or firm has been informed of the qualifications results by the Purchasing Agent. Protests received by the City following seven (7) days after evaluation results have been released by the Purchasing Agent will not be considered by the City.

**DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets scope of work, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the City agency using the item or other objective sources.

**DEVIATIONS:** Any deviations from the scope of work contained herein, must be noted in detail on the respondent's response for the City of Florence's consideration.

**CHANGES:** Any changes in this request for qualifications after the purchase order/contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the firm. Any changes to the scope of work in this request for qualifications package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

**OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

**INQUIRIES:** Any questions regarding this SOQ must be in writing and e-mailed to the City Purchasing Agent, Lynwood F. Givens in writing by e-mail at [lgivens@cityofflorence.com](mailto:lgivens@cityofflorence.com). The deadline for the submission of any and all questions concerning this RFQ is **December 21, 2021 at 5:00 pm.** Please do not attempt to contact other members of the selection committee.

**A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at [www.cityofflorence.com](http://www.cityofflorence.com)**

## **PROJECT DESCRIPTION**

The project shall include the following elements:

- Topographic surveying;
- Storm drainage basin analysis;
- Storm drainage piping and conveyance systems;
- Stormwater detention/retention basins;
- Erosion and sediment control practices;
- Cost estimates;
- Easement plats and documents;
- Regulatory permitting;
- Construction bid documents;
- Construction inspection.
- Grant Administration

## **SCOPE OF SERVICES TO BE PROVIDED**

1. Surveying - The Engineer will provide all preliminary and design surveying and initial construction staking.
2. Permits - The Engineer will prepare and submit all applicable permit applications and will follow-up through approval.
3. Design Calculations - The Engineer will perform all engineering design calculations and studies necessary to complete the plans and contract documents for the project.
4. Existing Utilities - The Engineer will perform all necessary surveying and research required to identify and locate all existing utilities that may affect the design and construction of the project.
5. Plans and Specifications - The Engineer will prepare detailed plans and technical specifications for construction of the project with enough copies to complete the bidding process.
6. Cost Estimates - The Engineer will provide budget cost estimates prior to project design, and an estimate of probable construction costs based upon the design for each project.

7. Bid Documents - The Engineer will prepare and distribute all necessary bid documents required for bidding the project.
8. Review of Bids - The Engineer will review all bids and recommend a contractor for the award of the construction contract.
9. Contract Administration - The Engineer will provide contract administration of the construction contract to include all coordination with the contractor, inspections, review of partial pay requests and change orders, verification of quantities and work completed, and any documentation or verification needed to fulfill the obligations of the grant requirements.
10. Construction Conferences - The Engineer will assist the City in conducting all necessary construction conferences to include the pre-bid and pre-construction conferences.
11. Inspections/Observation - The Engineer will perform construction inspections as necessary to fulfill his contract administration responsibilities.
12. Final Inspection - The Engineer will arrange and conduct final inspection of the project with the contractor and the owner's representative.
13. Right-of-way and Easement Acquisition - The Engineer will be responsible for identifying all rights-of-way and easements necessary for construction of the project, and will provide documents, sketches, and plats as necessary for appraisals, acquisition of property, and recording of rights-of way and easements.
14. As-Built Plans - The Engineer shall perform all necessary field and office work to prepare "As-built" record drawings of the constructed utility systems and submit them to the appropriate agencies for approvals and operating permits. The Engineer shall provide the City with three (3) copies of "As-built" record drawings along with a disk with an electronic copy in digital format.
15. Approval Permits and Closeout Documents - The Engineer will be responsible for assisting the City in securing all necessary approvals, permits, and other documents for project closeout and to meet the obligations of the grant.

## **CONTENT OF STATEMENTS**

Statements of Qualifications of interested engineering firms should include at least the following:

1. The firm's qualifications and experience with this type work;
2. The firm's qualifications and experience with projects funded by grants;
3. Previous work experience with the City of Florence;
4. The location of the office where the work will be performed.

### **IMPORTANT NOTE: No fee information is required for the initial submittal.**

Engineering firms are requested to submit **five (5) copies** of your statement of qualifications. A cover page is required for each proposal. Due to time limitations of the Selection Committee members, **statements shall be limited to no more than fifteen (15) single-sided pages using 12-pitch font**. Please include tab dividers for easy access to each section of the SOQ (tab dividers and cover page does not count toward the 15-page limit).

Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information may include staff resumes, descriptions of similar municipal projects, project references, etc.

All submitted materials shall become the sole property of the City of Florence. Firms will relinquish claim for return of submitted material. The City shall have sole discretion in evaluating the qualifications statements. The city reserves the right to reject any and all Statement of Qualifications, and is not bound to accept any SOQ if it is contrary to the best interest of the City.

## **SELECTION PROCESS**

The City of Florence has formed a Selection Committee to review the SOQ's and recommend a firm. The Selection Committee shall be comprised of the following members:

- Director of Utilities
- City Engineer
- Planning Director
- Assistant City Manager
- Purchasing Agent

Any questions regarding this SOQ should be addressed in writing to the Purchasing Agent via e-mail. **Please do not attempt to contact other members of the Selection**

## **Committee.**

Based on an evaluation of the firm's qualifications, experience, and suitability to for this RFQ, the Selection Committee in consultation with the South Carolina Office of Resilience may short-list up to three (3) firms to be interviewed by the committee.

**IMPORTANT NOTE:** The short-listed firms will be given the opportunity to discuss anticipated design concepts, methods of approach for furnishing the required services, and experience with grant funded projects.

Based on the interviews and negotiations with the short-listed firms, the Selection Committee will hire one (1) firm for consulting services.

## **BUSINESS LICENSE REQUIREMENT**

It is required that all firms and all subcontractors awarded a contract agreement with the City of Florence, either secure a business license or update their current business license for the contract amount for any work that is to be done inside the city limits. The successful firm and all subcontractors shall be required to contact the Business License Coordinator, City Center 324 W. Evans Street, Florence, S.C. prior to commencement of work. The Business License Coordinator's phone number is (843) 665-3173. FAX (843) 665-3171.

## **PROFESSIONAL INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The successful firm shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful firm shall name the City of Florence, South Carolina, its elected and appointed officials, officers, and employees "Additional Insureds" as their interests may appear but only with respect to services performed or provided by successful firm on behalf of the City under Consultant's commercial general liability insurance policy. The successful firm shall, within 10 days of the full execution of any contract resulting from this RFP, provide the City's Purchasing Agent with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer or the selected firm gives written notice to the City.

Without limiting the provisions of paragraph above, the selected firm shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful firm shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less

than \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

*Professional Services:* The selected firm shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected firm's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose acts, errors, or omissions the selected firm may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

*Other Than Professional Services:* With respect to all acts or omissions of the selected firm, or any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose acts, errors, or omissions the selected firm may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected firm shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees,, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected firm's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose actions or failure to act the selected firm may be liable) during the performance of this Agreement.

The selected firm shall require any subconsultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected firm. In addition, the selected firm shall require any subconsultants and subcontractors to assume the selected firm's indemnification



obligations under any contract resulting from this RFP to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected firm.



**REQUEST FOR QUALIFICATIONS NO. 2021-94  
Contact Information**

The following form should be completed and submitted with your proposal.

**Company Name:**

**Address:**

**City, State, Zip:**

**Phone Number:**

**Fax Number:**

**E-mail Address:**

**Printed Name of Authorized Agent:**

**Title:**

**Date:**